AMENDMENT OF SOLICITATI	ON/MODIFICATI	ON OF CONT	RACT	1. Contract l		Page 1 Of 10
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Pur	chase Req	No. 5. Project No.		(If applicable)
54	2004AUG09	SEE SCI	HEDULE			
6. Issued By	Code W56HZV	7. Administered By	y (If other	than Item 6)		Code S2305A
TACOM WARREN		DCMA DETRO	IT			
SFAE-GCS-W-BCTP			ANK & AUT	COMOTIVE COMM	AND	
VIVIAN L. NORDAUNE (586)753-2068 WARREN, MICHIGAN 48397-5000		(TACOM) ATTN: DCMA	E-GJD			
HTTP://CONTRACTING.TACOM.ARMY.MIL		WARREN, MI		000		
EMAIL: NORDAUNV@TACOM.ARMY.MIL		,	SCD A	PAS NONE	ADP I	PT HQ0337
8. Name And Address Of Contractor (No., Stre	et, City, County, State and				nt Of Solicitation	
GM GDLS DEFENSE GROUP LLC, JOINT VE		•				
14920 TWENTY-THREE MILE ROAD				9B. Dated (See	Itom 11)	
SHELBY TOWNSHIP, MI. 48315				9D. Dateu (See	item 11)	
			Х	10A. Modificat	tion Of Contract	/Order No.
				DAAE07-00-D-	M051/0010	
TYPE BUSINESS: Large Business Perfo	rming in U.S.			10B. Dated (Se		
Code ^{1NLE2} Facility Code				2002MAR23	e Hem 13)	
11. T	HIS ITEM ONLY APPLI	ES TO AMENDME	NTS OF SO	OLICITATION	S	
The above numbered solicitation is amend	led as set forth in item 14.	The hour and date s	specified fo	or receipt of Of	fers	
is extended, is not extended.						
Offers must acknowledge receipt of this ame						
(a) By completing items 8 and 15, and return offer submitted; or (c) By separate letter or						dment on each copy of the
ACKNOWLEDGMENT TO BE RECEIVED	0					
SPECIFIED MAY RESULT IN REJECTIO						
change may be made by telegram or letter, p opening hour and date specified.	orovided each telegram or	letter makes referen	ce to the so	licitation and t	his amendment,	and is received prior to the
12. Accounting And Appropriation Data (If recaption ACRN: AA NET DECREASE: -\$148,032.00	quired)					
ACRN: AA NET DECREASE: -\$148,032.00	_					
13. THIS	ITEM ONLY APPLIES T	O MODIFICATION	S OF CO	NTRACTS/OR	DERS	
KIND MOD CODE: G	It Modifies The Contra	act/Order No. As Des	cribed In	Item 14.		
A. This Change Order is Issued Pursual The Contract/Order No. In Item 10a				The Ch	anges Set Forth	In Item 14 Are Made In
B. The Above Numbered Contract/Orde		The Administrative (Changes (su	ich as changes i	in paying office,	appropriation data, etc.)
Set Forth In Item 14, Pursuant To T X C. This Supplemental Agreement Is Ent	he Authority of FAR 43.10	03(b).				
a. This Supplemental Agreement is Ent	cred into I disdant To Ad	thority Or. Mutual	Agreemen	t of the Par	rice	
D. Other (Specify type of modification a	and authority)					
E. IMPORTANT: Contractor is not,	<u> </u>	this document and			copies to the Issu	
14. Description Of Amendment/Modification (Organized by UCF section	headings, including	solicitatior	/contract subje	ct matter where	feasible.)
SEE SECOND PAGE FOR DESCRIPTION						
Except as provided herein, all terms and condit and effect.	tions of the document refer	renced in item 9A or	10A, as he	retofore chang	ed, remains uncl	nanged and in full force
15A. Name And Title Of Signer (Type or print))	16A. Name	And Title (Of Contracting	Officer (Type or	r print)
		SANDRA E.	MCCARRO			
15B. Contractor/Offeror	15C. Date Signed				JJ-2012	16C. Date Signed
			J			
(Signature of person authorized to sign)	-	By	ianoturo -	/SIGNED/ f Contracting (Afficar)	2004AUG09
NSN 7540-01-152-8070		30-105-02	ignature 0			ORM 30 (REV. 10-83)

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Stryker Armored Vehicle Program

- 1. This Modification 54 to Delivery Order 0010 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement
- 2. Conditional Acceptance. The purpose of this modification is to establish the parameters for the conditional acceptance of eight(8) Stryker Commander's Vehicles (CVs). The CVs may be inspected and conditionally accepted at the Anniston, Alabama facility.
- 3. The Contractor Vehicle Serial Numbers will be established at the time of conditional acceptance.
- 4. CV Superset for SBCT3.
- a. The C4ISR equipment change of the CV superset for SBCT3 shall be integrated into these CVs. The Not-To-Exceed price for this configuration change is contained in Delivery Order 0011 CLIN 9001AC.
- b. The contractor shall deliver the IETM and Paper -10 Technical Manual changes as a result of the CV C4ISR configuration changes with the first vehicle delivered under this modification.
- 5. Conditional Acceptance Agreement.
- a. The conditional acceptance of the above referenced vehicles is contingent upon full compliance with the terms and conditions of this modification. Failure to meet any requirement contained herein, as well as compliance with any milestone identified in this modification, any retrofit or corrective action requirements or any other condition of the modification, may upon PCO review be grounds for revoking this modification and end the conditional acceptance agreement. The contractor shall brief the PCO weekly on compliance with the terms and milestones contained in this modification which are due for completion by the day of the review. The briefing shall be conducted no later than Thursday each week. In the event the applicable terms of this modification have not been met, the PCO may stop the conditional acceptance of any vehicle the following week.
- b. The contractor agrees to prepare one (1) CV for shipment no later than 13 August 2004 and one (1) CV for shipment no later than 16 August 2004.
- c. In the event the CVs under this modification require retrofit prior to hand-off, the contractor shall provide technical assistance related to the SBCT3 C4ISR configuration change during deprocessing at Fort Lewis or Fort Richardson.
- 6. Baseline Configuration. The baseline configuration for these CVs are manufactured to the Contractor's General Assembly CV Part Number 10652380-021, dated 29 January 2004.
- 7. Production Management Delivery Team.
 - a. The Contractor shall participate and support the current Joint Government-Contractor Delivery Team.
- b. Delivery Team's Responsibilities. The Team's primary responsibility shall be the timely identification of production issues that may impact delivery of Stryker Brigade Combat Team (SBCT) Vehicles to support the program. The team shall ensure that all schedule related vehicle delivery issues including but not limited to shortages and parts non-compliance are fully and expeditiously coordinated between the Contractor and Government.
- c. Meeting Schedule. At a minimum, the Team shall meet at least once a week or more often if program issues warrant. The PCO shall designate a Government Delivery Team Associate Project Manager (APM). The Delivery Team APM will identify the time and place for the meetings and set the meeting agenda/topics for team review. The Team will identify action items and suspense. The actions of the team will be reported at the monthly and quarterly program reviews.
- 8. The contract provisions of C.3.10 are waived for the vehicles covered by this modification subject to the following conditions:
 - a. The contractor complies with requirements covered by previous modifications to correct and retrofit any

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

cadmium or Hexavalent Chromium coated or treated parts in the vehicles covered by this modification. (Reference contractor waivers W-BCT-0002, W-BCT-0004, W-BCT-0005 R1, W-BCT-0031 R1, W-BCT-0025 R1, and D-BCT-0002 R1).

- b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicles accepted herein. The lists will be included in the contract file and will be used for corrective action tracking until all parts have been cleaned up and retrofitted or identified/supported as parts without any technically acceptable alternatives. In accordance with the Contract Data Requirements List (CDRL) Number A044, the contractor shall provide the vehicle specific lists within 30 business days of DD 250 approval.
- 9. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects (excluding minor defects) or deficiencies in parts, components or assemblies provisionally released. The contractor shall promptly notify the Government of any failure, defect, or deficiency noted during contractor testing. The contractor assumes total responsibility to timely correct any failures to meet the contract requirements. For vehicles accepted but not yet shipped, the contractor shall correct the hardware/software by removal of deficient components and reinstallation of approved hardware/software. If the vehicle has been shipped, correction/reinstallation of the hardware/software shall be at Government direction. In the event, the Government elects to make its own correction/installation of any deficiencies after delivery/shipment, it shall be entitled to an equitable adjustment of the contract prices.
- 10. Prior to presenting the vehicle to the Government for conditional acceptance, the contractor shall perform the Final Inspection Report (FIR)in accordance with CV FIR Revision B, dated 16 June 2004.
- 11. Pursuant to the vehicle configuration unique FIR identified in the paragraph above, the subject vehicles will be conditionally accepted. These vehicles will be conditionally accepted until all terms of acceptance, including but not limited to those listed in this modification, are fulfilled. This conditional acceptance shall not relieve the Contractor from complying with all requirements of the terms and conditions of the contract.
- 12. Part Shortages. Any part shortages or additional vehicle issues not covered under this modification require Government approval.
- 13. Contractor's Vehicle Tracking Database. The Contractor shall provide and track all required retrofit data for each vehicle delivered to the Government to include all COTPIs (Changes Other Than Product Improvements) or additional changes requiring retrofit. The Contractor shall provide and maintain an automated solution available to the Government within the IDE. The Contractor's retrofit tracking database shall incorporate all the information, for any reason, related to required, known, or planned retrofits of the vehicles. The Contractor shall identify and track all missing or corrected parts that require retrofit. The Contractor's database shall identify software changes, hardware changes, as well as unresolved/open issues pending corrective action identification. The database shall include Product Improvement Notifications (PINs), COTPIs requiring retrofit, as well as warranty or Correction Of Deficiency (COD) retrofit actions. The contractor's database shall include a report feature which is structured so that the data can be sorted by retrofit items/issues as well as by vehicle. The vehicle's specific list of retrofit item(s) and their installation date(s) determine the start date for the extended warranties of those items.
- 14. In the event the Block Improvement Performance Testing identifies contractor responsible vehicle discrepancies, the contractor shall perform corrective action and/or retrofit of all vehicles previously accepted with the Embedded Training and Diagnostics Block Improvements. The corrective action and/or retrofit of the vehicles shall be performed at a location specified by the Government, at no additional cost to the Government.
- 15. Height Management System (HMS). A preliminary HMS Calibration will be conducted in Anniston and London with the vehicle NOT up weighted. Final HMS Calibration and verification inspection will be conducted upon installation of 14.5 Armor and Stowage. PMBCT Quality will have approval authority for the applicable IFCN to be used at each plant facility and HMS Field Compliance Testing to be performed at destination, at no additional cost to the Government.
- 16. Cold Region Test Center(CRTC), Common Vehicle, and Field Issues. The Contractor's plan, entitled "Sales Issues (Revision N-07) reflects the path forward concerning the CRTC, Common Vehicle, and Field Issues and is incorporated into this modification by reference.
- 17. Drawing Temperature Requirements: The contractor shall provide the results of the vendor feedback concerning vendor component operating temperature limits no later than 24 September 2004.

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- 18. The Government conditionally accepts vehicles pending failure analysis and resolution/corrective action (if required) of the Field/Test Issues and Performance Specification requirements. The issues and applicable withholds are specified in Attachment 1. A vehicle price withhold of \$21,450 per CV is established for the Field/Test Issues and Performance Specification requirements. The contractor shall perform any required corrective action and/or retrofit (if required) at a location specified by the Government, at no additional cost to the Government.
- 19. The contractor may invoice for any Field/Test/Performance Specification vehicle price withhold, as referenced on the DD 250 for each vehicle, in the following manner:
- a. The contractor may invoice for 50% of a specific withhold when the contractor certifies that replacement parts/material are available for vehicle application. The contractor may invoice for the remaining 50% of the withhold when the vehicle retrofit has been completed and an authorized Government representative has inspected and accepted the retrofit.
- b. In the event the vehicles are not available for the contractor to perform the retrofit within 30 days after receipt of retrofit material, the contractor may invoice for an additional 30% of the price withhold. The remaining 20% shall be withheld until the retrofit has been completed and an authorized Government representative has inspected and accepted the retrofit.
- c. If both parties agree that no vehicle retrofit is required, the contractor may invoice for 100% of the Field/Test Issues and Performance Specification withholds.
- 20. Armor (14.5mm). The parties agree to the following related to 14.5mm ballistic integrity:
- a. Armor Gaps. Spaces between armor to armor hull mounted in-plane modules shall not exceed 4mm. Spaces between hull mounted modules and hatches mounted in-plane shall not exceed 10mm.
- b. Armor Panels Displaying Blisters. Prior to conditional acceptance, the contractor shall repair any armor panels discovered to have blisters in accordance with the Government approved IBD, General Manufacturing Instructions Number 24 Revision B, entitled "Repair of Surface Imperfections on Integral Armor, Referred to as "Blisters". The DD 250 of any vehicle that had armor panels repaired using the above referenced procedure shall be annotated to list the repaired panels by panel part numbers.
- c. In the event the 14.5 Armor does not meet the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the armor, at a location specified by the Government, at no additional cost to the Government. The Government shall withhold \$110,100 per vehicle without armor.
- d. For the vehicles shipped in place, the contractor may invoice, on a vehicle by vehicle basis, for the compliant armor panels as they are installed and satisfactorily inspected by the Government. For fielded vehicles, once the fully compliant complete armor kit is installed and satisfactorily inspected by the Government, the contractor may invoice, on a vehicle by vehicle basis, the withhold of \$110,100 per vehicles for vehicles conditionally accepted without armor.
- e. For vehicles conditionally accepted without armor, the contractor shall overpack the DVE Relocation Kit rather than install on the vehicle. The contractor shall install the DVE Relocation Kit at Fort Lewis after the armor installation at no additional cost to the Government.
- 21. Stryker Configuration Control Board (SCCB).
- a. The contractor shall ensure that the ECOs/CRs presented to the SCCB include the required information. The status of the ECOs/CRs which the Government has objected to shall be documented in the SCCB agendas until satisfactory closure to the objection.
- b. The Government will reject any ECO/CR presented or approved at the SCCB without a cooresponding weight off-set plan. In the abscence of a weight off-set, any vehicle presented for Government acceptance with the subject ECO/CR applied may be rejected for acceptance.
- 22. The Contractor agrees to change out the suspect Bendix Switch, Part Number 10607858, if necessary, prior to vehicle hand-off, at no additional cost to the Government. Vehicles may be conditionally accepted pending the switch change out.
- 23. The requirements specified in the Vehicle Storage Plan, submitted by the contractor on 27 February 2004, is incorporated into this modification by reference. The contractor shall implement the Vehicle Storage Plan at no additional cost to the Government.

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

24. Transportability.

a. The Contractor/Government shall continue to meet twice each month to discuss weight elements relating to transportability requirements for all Stryker vehicle configurations, weight reduction plans, and a Transportability corrective action plan. Should the contractor fail to meet transportability/weight plan milestones the Government has the latitude to reduce progress payments.

25. Vehicle Price Adjustments:

- a. DVE Bracket (Applicable to all vehicles under this modification). Based on the negotiated settlement for the DVE Bracket Miscellaneous Hardware, reference contractor's proposal CCP 211, the vehicle price of each vehicle under this modification is reduced by \$50 per vehicle.
- b. Weight Reduction Initiatives(Applicable to all vehicles under this modification). Based on the Weight Reduction Initiatives, the price of each vehicle is tentatively adjusted downward by \$19,700. The parties agree to definitize this equitable adjustment in a future contract modification.
- c. CV 6th Passenger Jump Seat. Pursuant to the negotiated settlement for the CV 6th passenger seat hardware configuration change, the price of each CV is increased by \$1,246.
- 26. As a result of the above discussed price adjustments, the vehicle unit price, for the vehicles to be conditionally accepted under this modification, are revised under Sub-CLINs 0600AB to reflect the CV unit price is decreased by \$18,504 from \$1,653,680 to \$1,635,176.
- 27. Total Vehicle Price Withholds. The total vehicle price withhold per vehicle (after the liquidation of progress payments) for all of the items addressed in this Modification is:
 - a. \$131,550 CV without Armor.
 - b. \$25,050 per CV with armor less the rear door/hatch armor, Part Number 10660215-011PEG.

28. Shipping instructions.

- a. In order to ensure the vehicle shipping height does not exceed 110 inches, the contractor shall stow and fold the RWS into its transport position prior to shipping.
 - b. Vehicles may be shipped without armor.
- 1) In the event vehicles are shipped without armor, an interim non-skid applique shall be applied. Vehicle stenciling shall also be applied to the base structure in the appropriate locations. During the installation of the compliant armor panels, the contractor shall apply the permanent non-skid and stenciling, at a location designated by the Government, at no additional cost to the Government. Vehicles may be conditionally accepted pending completion of paint, stenciling, and stowage. Paint, stenciling and stowage must be completed prior to shipment.
- 2) For vehicles shipped without armor, the contractor shall overpack the DVE Relocation Kit rather than install on the vehicle. The contractor shall install the DVE Relocation Kit at Fort Lewis after the armor installation at no additional cost to the Government.
- c. Subsequent to vehicle conditional acceptance, should the vehicles be shipped in place, the contractor shall be responsible for the cost, the security, and maintenance of the vehicles shipped in place. The Government shall not incur any expense due to the shipment of the vehicles in place unless such action is a result of Government direction.
- d. The shipping instructions applicable to the vehicles covered under this modification are provided in Section B of this modification.
- 29. As a result of this modification, the total price of Delivery Order 0010 is decreased by \$148,032. Except as

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CONTINUATION SHEET	PHN/SHN DAAE07-00-D-M051/0010 MOD/AMD 54	

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specifically stated above, all other terms and conditions of Delivery Order 0010 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 053 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0600	NSN: 2320-01-481-8573 FSCM: 19207 PART NR: 12479555 SECURITY CLASS: Unclassified				
0600AA	PRODUCTION QUANTITY	6	EA	\$ <u>1,653,680.000</u>	\$9,922,080.00
	NOUN: COMMANDER'S VEHICLE PRON: X12GX042X1 PRON AMD: 06 ACRN: AA AMS CD: 31107180008				
	CLIN revised by Modification 54				
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W909530031L004 Y00000 M 1 PROJ CD BRK BLK PT 001 DEL REL CD QUANTITY DEL DATE 004 6 UNDEFINITIZED				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
	CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0010				
0600AB	PRODUCTION QUANTITY	8	EA	\$ <u>1,635,176.000</u>	\$ 13,081,408.00
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: COMMANDER'S VEHICLE				

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EM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRON: X12GX042X1 PRON AMD: 06 ACRN: AA AMS CD: 31107180008				
	CLIN added by Modification 54				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	DEL REL CD				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (W81DJM) XU W4UJ USAG ALASKA SAT STOR SSA SUP DIV DOL BLDG 804 600 RICHARDSON DRIVE TPF FT RICHARDSON AK 99505-7000				
	MARK FOR: W4UJAA				
	CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0010				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 003 W909534169A002 W81DJM M W4UJAA 1 PROJ CD BRK BLK PT 101				
	DEL REL CD QUANTITY DEL DATE 001 5 31-AUG-2004				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (W81DJM) XU W4UJ USAG ALASKA SAT STOR SSA SUP DIV DOL BLDG 804 600 RICHARDSON DRIVE TPF FT RICHARDSON AK 99505-7000				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MARK FOR: W4UJAA				
	CONTRACT/DELITEDV ODDED MIMDED				
	CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0010				
	EXCEPTION DATA:				
	Vehicles are to be shipped in accordance				
	with Security Classification Guide. For further guidance contact PM BCT Security				
	Keith Whitten, (586) 753-2135.				
	SHIP THRU: Ft. Lewis Fielding Office				
	Bldg 3041				
	Ft. Lewis, WA 98433-5000				
	MARK FOR: Mr. Covington, PH: (253) 966-4851/				
	CELL: (253) 405-2697				
	Ms. Bray, PH: (253) 966-4851				
	SHIP TO:				
	USAG Alaska SSA				
	SAT STOR SSA DOL STOR BR BLDG 804				
	BLDG 804 WAREHOUSE ST. TPF FT. RICHARDSON, AK 99505-7000				
	MARK FOR:				
	MAJ Tom Deakins, BLDG 806				
	(End of narrative F001)				

CONTINUATION CHEET			E/D	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0010 MOD/AMD 54					Page 10 of 10	
	CONTINUATION SHEET									
Name	of Offeror or Contracto	or: gm g	DLS DEFENSE	GROUP	LLC, JOINT VENTURE				•	
SECTION	G - CONTRACT ADMINIS	TRATION	DATA							
	PRON/									
LINE	AMS CD/		OBLG STAT/			INCREASE	/DECREASE		CUMULATIVE	
<u>ITEM</u>	MIPR	<u>ACRN</u>	JOB ORD NO		PRIOR AMOUNT	AM	TNUC		AMOUNT	
0600AA	X12GX042X1	AA	1	\$	23,151,520.00 \$	-13,22	9,440.00	\$	9,922,080.00	
	31107180008		2GXP01							
	A12P30082RX1									
0600AB	X12GX042X1	AA	1	\$	0.00 \$	13,08	1,408.00	\$	13,081,408.00	
	31107180008		2GXP01							
	A12P30082RX1									
					NET CHANGE \$	-14	8,032.00			
SERVICE	NET CHANGE						ACCOUNTING		INCREASE/DECREASE	
NAME	BY ACRN	ACCOL	JNTING CLASS	IFICAT:	ION		STATION		AMOUNT	
Army	AA	21	22033000025	R5R07P3	31107131E9 S20113		W56HZV	\$_	-148,032.00	
							NET CHANGE	\$	-148,032.00	

PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE
OF AWARD AMOUNT AMOUNT OBLIG AMT

NET CHANGE FOR AWARD: \$ 433,411,647.00 \$ -148,032.00 \$ 433,263,615.00